

EXHIBIT 14



Agricultural Strategies Group
Agricultural Finance
MetLife Investment Management
10801 Mastin Blvd, Suite 700
Overland Park, KS 66210

VIA OVERNIGHT MAIL

September 18, 2024

Jeremy Rasmussen

Director
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Ashlan & Hayes Investments, LLC
5260 N. Palm Avenue
Suite 421, Mail Stop M
Fresno, CA 93704
Attn: Mr. Farid Assemi,
Ms. Jennifer Reisz, Mr. Jon Reiter

Willow Avenue Investments, LLC
5260 N. Palm Avenue
Suite 421, Mail Stop M
Fresno, CA 93704

Grantor Fresno Clovis Investments, LLC
5260 N. Palm Avenue
Suite 421, Mail Stop M
Fresno, CA 93704
Attn: Mr. Farid Assemi,
Ms. Jennifer Reisz, Mr. Jon Reiter

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Maricopa Orchards, LLC
5260 N. Palm Avenue
Suite 421, Mail Stop M
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Attn: Mr. Farid Assemi,
Ms. Jennifer Reisz, Mr. Jon Reiter

Farshid Assemi
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Darius Assemi
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ACDF, LLC
5260 N. Palm Avenue
Suite 421, Mail Stop M
Fresno, CA 93704

NOTICE OF DEFAULT AND ACCELERATION OF DEBT

RE Loan 198935 (the "**Loan**") made to Ashlan & Hayes Investments, LLC, a California limited liability company, Grantor Fresno Clovis Investments, LLC, a California limited liability company, and Maricopa Orchards, LLC, a California limited liability company (the "**Original Borrowers**") from Metropolitan Life Insurance Company ("**Lender**"); the Loan Agreement between Original Borrowers and Lender dated August 18, 2017 (the "**Loan Agreement**"); the Promissory Note from Original Borrowers to Lender in the original principal amount of \$7,326,000.00 dated August 18, 2017, as amended by that First Amendment to Promissory Note dated July 5, 2018 (the "**Note**"); the Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated August 18, 2017, and recorded on August 18, 2017, in Kern County, California, as Document No. 217110039 (the "**Kern Deed of Trust**"); the Collateral Substitution and Loan Assumption Agreement dated August 1, 2019 (the "**Collateral Substitution Agreement**"), evidencing the release of certain

collateral encumbered by the Kern Deed of Trust in exchange for another parcel of real property located in Fresno, California under the Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated August 1, 2019, and recorded on August 1, 2019, in Fresno County, California, as Document No. 2019-0085655 (the "**Fresno Deed of Trust**") (collectively, with the Kern Deed of Trust, the "**Deeds of Trust**"), and the assumption of the Loan by 104 Partners, LLC ("**104 Partners**"); the Consent to Transfer and Assumption Agreement dated December 7, 2022, and recorded December 7, 2022, in Kern County, California, as Document No. 222180923 and recorded on December 7, 2022, in Fresno County, California, as Document No. 2022-0146224 (collectively, the "**Transfer and Assumption Agreement**"), evidencing the assumption of the Loan by Willow Avenue Investments, LLC ("**Willow Avenue**") and the merger and assumption by ACDF, LLC ("**ACDF**") (collectively, with the Original Borrowers and Willow Avenue, the "**Borrowers**") of all rights and liability of 104 Partners in and under the Loan, Note, and all Loan Documents (as defined herein); the respective Loan Guaranty Agreements dated August 18, 2017 (the "**Guaranties**") executed by Darius Assemi, Farid Assemi, and Farshid Assemi, each as guarantor (collectively, the "**Guarantors**") (collectively, with the Borrowers, the "**Obligors**"); and any and all amendments thereto and other documents evidencing the debt and security thereon (collectively with the Loan Agreement, Note, Deeds of Trust, Collateral Substitution Agreement, Transfer and Assumption Agreement, and Guaranties, as amended from time to time, the "**Loan Documents**").

Dear Obligors:

MetLife Investment Management, LLC is sending this letter in its capacity as the investment manager for Lender. Reference is made to the above-numbered Loan and the Loan Documents. Capitalized terms used herein shall have the same meaning as those terms are defined in the Loan Documents unless otherwise stated herein.

You are hereby notified that Obligors remain in Default due to an existing Event of Default under the Loan Documents as a consequence of Obligors' failure to timely pay to the Lender the amounts due and delinquent, as set forth in Lender's letter dated September 4, 2024, a copy of which is enclosed for your reference.

LENDER HEREBY ACCELERATES THE TOTAL PRINCIPAL DUE AND DEMANDS THE IMMEDIATE PAYMENT, IN FULL, OF ALL INDEBTEDNESS OWED UNDER THE LOAN DOCUMENTS, TOGETHER WITH ANY INTEREST AND LATE CHARGES ACCRUED TO THE DATE OF PAYMENT AND THE PREPAYMENT PREMIUM DUE UPON PAYMENT.

The total principal now due is \$5,355,337.71, together with accrued Interest and Late Charges (Default interest on past due payments) in the amount of \$192,280.94, as of September 17, 2024, which will continue to accrue interest at the rate of \$123.79 *per diem*, and prepayment premium of \$227,679.77 (collectively, the "**Loan Payment**"), plus all costs, fees, and expenses as allowed in the Loan Documents.

If the Loan Payment, together with all costs, fees and expenses due Lender under the Loan Documents (which amount may be requested in the

payoff quote addressed below) is not paid within two (2) business days of the receipt of this letter, Lender will exercise its rights and remedies under the Loan Documents and applicable law, including, without limitation, the commencement of actions to foreclose the Deeds of Trust, and Obligors will be liable for attorneys' fees and costs of collection.


Please contact the Lender for a full payoff quote of the Indebtedness due under the Loan on the date of intended payment and related remittance instructions.

Nothing contained in this letter is intended to create or constitute, and nothing shall be deemed or construed to create or constitute, a waiver, modification, relinquishment, or forbearance by Lender of any of Lender's rights or remedies under any of the Loan Documents or at law or in equity, including, without limitation, any and all rights and remedies in connection with any other defaults or events of default that may now or hereafter exist under any of the Loan Documents, all of which rights and remedies are hereby expressly reserved. Furthermore, nothing in this letter shall be deemed or construed to constitute a waiver, release, or modification of any default or obligation of the Obligors or any other party under the Loan Documents. Neither delay by, nor failure of, Lender to exercise any right, power, or privilege under any of the Loan Documents shall operate as a waiver thereof, and no single or partial exercise of any right, power, or privilege, including acceptance of partial or delayed payments, shall preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. Lender reserves all rights, including the right to declare a default at any time.

Sincerely,

Metropolitan Life Insurance Company,
a New York corporation

By: MetLife Investment Management, LLC
Its Investment Manager

By: 
Name: Jeremy Rasmussen
Its: Authorized Signatory and Director

Encl.

Cc Douglas A. Gibson (via email dagibson@metlife.com)
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